

STATE OF INDIANA

IN THE LAKE CIRCUIT COURT

COUNTY OF LAKE

) SS:

FILED IN CAUSE NO. **45C010212PL00295**
CLERK'S OFFICE

STATE OF INDIANA,

'02 DEC 20) AM 11 00

Plaintiff,

) ANNA N. ANTON
) CLERK LAKE CIRCUIT COURT

v.

MARTY A. ADAMS

and

DELORES G. AMOS,

Defendants.

CERTIFIED MAIL

POST MARKED 12-18-02

**COMPLAINT FOR INJUNCTION,
RESTITUTION, COSTS, AND CIVIL PENALTIES**

The Plaintiff, State of Indiana, by Attorney General Steve Carter and Deputy Attorney General Terry Tolliver, petitions the Court pursuant to the Indiana Deceptive Consumer Sales Act, Indiana Code § 24-5-0.5-1 *et seq.*, for injunctive relief, consumer restitution, costs, civil penalties, and other relief.

PARTIES

1. The Plaintiff, State of Indiana, is authorized to bring this action and to seek injunctive and other statutory relief pursuant to Ind. Code § 24-5-0.5-4(c).
2. The Defendant, Marty Adams, ("Adams"), at all times relevant to this complaint resided and conducted business via the Internet in Lake County, Indiana.
3. The Defendant, Delores Amos, ("Amos"), at all times relevant to this complaint resided and conducted business via the Internet in Lake County, Indiana.

FACTS

4. On or about November 17, 2001, the user ID "authenticks" was created to facilitate the sale of items via the Internet auction website, eBay.

5. Based on eBay's feedback forum, "authenticks" has previously engaged in at least three (3) Internet auction transactions.

6. On or about December 28, 2001, Defendants entered into a joint venture to offer a Lou Gehrig autograph for sale via eBay, and created an auction listing that stated, "Forensic certification from the William Tell Research Company founded in 1972 accompanies this framed and matted autograph." The listing also included several photos, implicitly represented by the Defendants to be the framed and matted autograph accompanied by a photograph of Lou Gehrig, a close-up photograph of the autograph, and the forensic certification of the autograph. Attached as Exhibit "A" is a true and accurate copy of the eBay listing.

7. On or about January 2, 2002, the winning auction bidder, Elliott Hahn ("Hahn") of Palos Verdes Estates, California, entered into a contract with Defendants, wherein Defendants agreed to sell a "rare Lou Gehrig forensic certified autograph" for Eight Hundred Ninety-Eight and Dollars and Eighty-Eight Cents (\$898.88).

8. At contract formation, the Defendants represented that a forensic certified Lou Gehrig autograph would be sent within a reasonable period of time.

9. On or about January 7, 2002, Hahn paid for the autographs via check. The check was made payable to Delores Amos and was signed and cashed by Amos on or about January 14, 2002.

10. On or about April 3, 2002, Defendant Adams shipped Hahn two autographs, framed with photographs, which were represented by the Defendants to be of Lou Gehrig and of Honus Wagner. The Honus Wagner autograph was sent by the Defendants, "due to the problems we had."

11. In response to a consumer complaint received by the Office of the Attorney General, Defendant Adams, on or about April 24, 2002, submitted a written response, in which he stated Amos was assisting him with the packaging and shipping of the autograph.

12. When received, the photograph accompanying the Lou Gehrig autograph was not as represented by the Defendants in the auction listing, nor was the photograph Lou Gehrig, rather it was of Christy Matthewson.

13. Upon information and belief, the autograph accompanying the photograph of Lou Gehrig does not appear to be an authentic signature of Lou Gehrig, as represented by the Defendants.

14. Upon information and belief, the autograph accompanying the photograph of Honus Wagner does not appear to be an authentic signature of Honus Wagner, as represented by the Defendants.

15. The Defendants did not send the Forensic Certification from the William Tell Research Company that was represented by the Defendants as accompanying the Lou Gehrig autograph with the autographs.

16. The Defendants have yet to deliver the correct items, nor deliver a refund to Hahn.

COUNT I-VIOLATIONS OF THE DECEPTIVE CONSUMER SALES ACT

17. Plaintiff realleges and incorporates by reference the allegations contained in paragraphs 1 through 16 above.

18. The transaction referred to in paragraph 7 is a “consumer transaction” as defined by Ind. Code § 24-5-0.5-2(a)(1).

19. The Defendants are “suppliers” as defined by Ind. Code §24-5-0.5-2(a)(3).

20. The Defendants' representation to Hahn that the autographed photograph had approval, characteristics, or benefits that it did not have, when the Defendants knew or reasonably should have known that it did not possess such, as referenced in paragraphs 6, 8, 10, 12, 13, 14, and 15 are violations of the Indiana Deceptive Consumer Sales Act, Ind. Code §24-5-0.5-3(a)(1).

21. The Defendants' representation to Hahn that the autographed photograph was of a particular standard, quality, or grade, which it was not, when the Defendants knew or reasonably should have known that it did not possess such, as referenced in paragraphs 6, 8, 10, 12, 13, 14, and 15 are violations of the Indiana Deceptive Consumer Sales Act, Ind. Code §24-5-0.5-3(a)(2).

22. The Defendants' representation to Hahn that the Defendants would be able to deliver the autograph to Hahn within a reasonable period of time, when Defendants knew or reasonably should have known that they would not, as referenced in paragraph 8, is a violation of the Indiana Deceptive Consumer Sales Act, Ind. Code §24-5-0.5-3(a)(10).

23. The Defendants' representation to Hahn that he would be able to ultimately purchase the autograph as offered by the Defendants and referenced in paragraph 7, when the Defendants did not intend to sell or deliver the autograph as represented by the Defendants, is a violation of the Indiana Deceptive Consumer Sales Act, Ind. Code §24-5-0.5-3(a)(11).

**COUNT II- KNOWING AND INTENTIONAL VIOLATIONS OF
THE DECEPTIVE CONSUMER SALES ACT**

24. Plaintiff realleges and incorporates by reference the allegations contained in paragraphs 1-23 above.

25. The misrepresentations and deceptive acts set forth in paragraphs 6, 8, 10, 12, 13, 14, and 15 were committed by the Defendants with knowledge and intent to deceive.

RELIEF

WHEREFORE, the Plaintiff, State of Indiana, requests the Court enter judgment against the Defendants, Marty Adams and Delores Amos, for a permanent injunction pursuant to Ind. Code §24-5-0.5-4(c)(1), enjoining the Defendants from the following:

- a. representing expressly or by implication that the subject of a consumer transaction has sponsorship, approval, performance, characteristics, accessories, uses, or benefits it does not have which the supplier knows or should reasonably know it does not have;
- b. representing expressly or by implication that the subject of a consumer transaction is of a particular standard, quality, grade, style, or model, if it is not and if the supplier knows or should reasonably know that it is not;
- c. representing expressly or by implication that the Defendants are able to deliver or complete the subject of a consumer transaction within a reasonable period of time, when the Defendants know or reasonably should know that they can not; and
- d. representing expressly or by implication that a consumer will be able to purchase the subject of a consumer transaction as advertised by Defendants, if the Defendants do not intend to sell it.

AND WHEREFORE, the Plaintiff, State of Indiana, further requests the Court enter judgment against the Defendants for the following relief:

- a. cancellation of Defendants' unlawful contracts with consumers, including but not limited to the person identified in paragraph 7, pursuant to Ind. Code §24-5-0.5-4(d);
- b. consumer restitution pursuant to Ind. Code §24-5-0.5-4(c)(2), for reimbursement of all unlawfully obtained funds remitted by consumers for the purchase of Defendants' items via

the Internet, including but not limited to, the person identified in paragraph 7 in an amount to be determined at trial;

c. costs pursuant to Ind. Code §24-5-0.5-4(c)(3), awarding the Office of the Attorney General its reasonable expenses incurred in the investigation and prosecution of this action;

d. on Count II of the Plaintiff's complaint, civil penalties pursuant to Ind. Code §24-5-0.5-4(g) for the Defendants' knowing violations of the Deceptive Consumer Sales Act, in the amount of Five Hundred Dollars (\$500.00) per violation, payable to the State of Indiana;

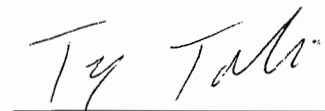
e. on Count II of the Plaintiff's complaint, civil penalties pursuant to Ind. Code §24-5-0.5-8 for the Defendants' intentional violations of the Deceptive Consumer Sales Act, in the amount of Five Hundred Dollars (\$500.00) per violation, payable to the State of Indiana; and

f. all other just and proper relief.

Respectfully submitted,

STEVE CARTER
Indiana Attorney General
Atty. No. 4150-64

By:



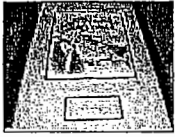
Terry Tolliver
Deputy Attorney General
Atty. No. 22556-49

Office of Attorney General
Indiana Government Center South
302 W. Washington, 5th Floor
Indianapolis, IN 46204
Telephone: (317) 233-3300



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Rare Lou Gehrig Forensic Certified Autograph

Item # 1055353856

Bidding is closed for this item.

[elliottthahn \(18\)](#) ★ is the winner and has completed Checkout.

Buyer and seller can view [Checkout Summary](#)

[Learn more about Checkout](#)

Payment Details

Item price \$898.88
 See Payment Instructions and item description,
 or contact seller for more information.

Payment Instructions

See item description or contact seller for more
 information.



Currently \$898.88 ([reserve met](#))
 Quantity 1
 Time left Auction has ended.

First bid \$25.00
 # of bids 29 [bid history](#)
 Location Indiana
 Country/Region USA/Chicago



(to seller)
 (to bidder)

Started Dec-28-01 09:34:04 PST
 Ends Jan-02-02 09:34:04 PST

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Seller (Rating) [authenticks \(private\)](#)

[view comments in seller's Feedback Profile](#) | [view seller's other auctions](#) | [ask seller a question](#) | [Checkout summary](#)

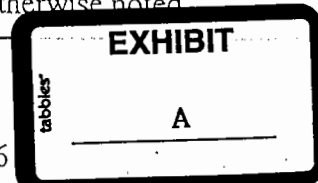
If you are the
 seller or a high
 bidder - [now
 what?](#)

High bid [elliottthahn \(18\)](#) ★
 Payment See item description for
 payment methods accepted
 Shipping Will ship to United States only.
 See item description for
 shipping charges.

The item price has exceeded the eBay Payments
 transaction limit for this listing.

Seller Services [Checkout summary](#) | [Relist this item](#)
[Make a Personal Offer](#)

Seller assumes all responsibility for listing this item. You should contact the seller to resolve any questions before bidding. Auction currency is U.S. dollars (\$) unless otherwise noted.



Description

This is your opportunity to add this beautiful Lou Gehrig autograph to your collection!

This rare autograph is one of three of the Iron Horse Lou Gehrig, they come from the private collection of a long time rare memorabilia collector. Forensic Certification from the William Tell Research Company founded in 1972 accompanies this framed and matted autograph. Certification is handwritten to avoid altering, and the autograph is rated a 9 out of a possible 10 for boldness and clarity.

Lou Gehrig, one of the most prolific players in any era, was outstanding while having a lifetime average of .340, 7 times driving in over 150 runs, hitting 23 grand slam home runs, and the phenominal feat of hitting 10 home runs in the 1934 World Series.

Known as the Iron Horse, Lou played in 2,131 consecutive games and only the modern day Iron Horse Cal Ripken has been able to duplicate that feat by breaking his record on September 6th, 1995.

A low opening bid, with a minimal reserve allows you the opportunity to own this beautiful collectible. Either a gift that will never be forgotten, or the addition to any fine collection, this Forensic Certified, framed and matted autograph is ready for immediate shipment. We pay shipping and insurance. EBay payment online allows the opportunity to pay by credit card or check.

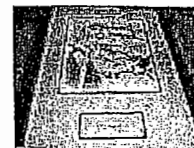
Don;t miss your opportunity to own a piece of Baseball History

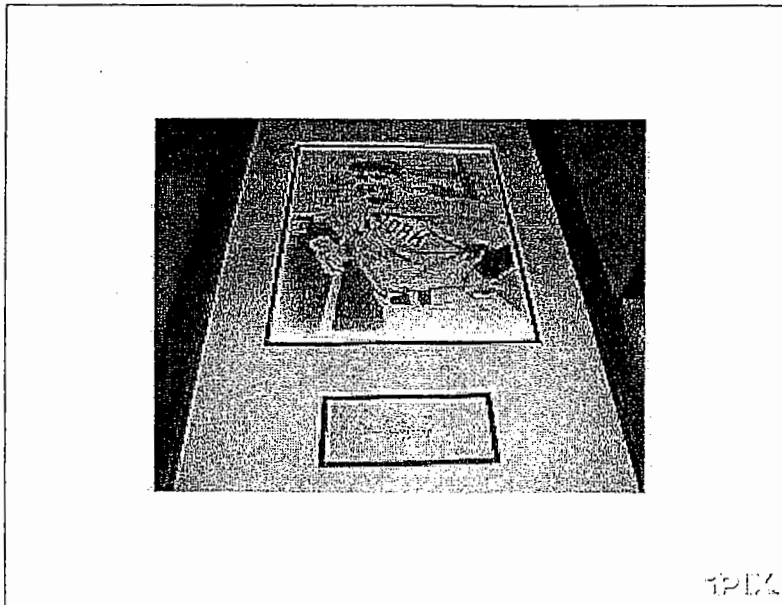
On Nov-29-01 at 19:38:24 PST, seller added the following information:

[Click to see more of my eBay items](#)



Click on a picture to enlarge





00309

Free Counters powered by Andale!

Checkout

Rare Lou Gehrig Forensic Certified Autograph

Item # 1055353856

See Payment Instructions and item description, or contact seller for more information.

elliottthahn (18) ★ is the winner.

[View Checkout summary](#)

*Note: Both buyer and seller are required to abide by payment terms listed. These terms can only be changed if both parties agree.

How Checkout Helps You

Checkout lets you pay your seller quickly and easily.

1. View your payment total or ask your seller for more information
2. Choose any payment method your seller specifies
3. Access your [Checkout summary](#) for payment details.

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STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

IN THE LAKE CIRCUIT COURT
CAUSE NO. 45C01-0212-PL-00295

STATE OF INDIANA,)

Plaintiff,)

v.)

MARTY A. ADAMS, and)
DELORES G. AMOS,)

Defendants.)

Filed in Open Court

APR 01 2003

Anna M. Anton
CLERK LAKE CIRCUIT COURT

DEFAULT JUDGMENT

The Plaintiff, State of Indiana, having filed its Motion for Default Judgment and the Court having read the same and being duly advised in the premises, now finds:

1. The Court has subject matter jurisdiction and personal jurisdiction over the Defendants, Marty A. Adams and Delores G. Amos.
2. The Defendants were served with notice of these proceedings and a copy of the Complaint for Injunction, Restitution, Costs and Civil Penalties.
3. The Defendants have failed to appear, plead, or otherwise respond to the complaint.
4. The Defendants are not infants, incompetent, or in military service.

THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED that the Motion for Default Judgment is **GRANTED** in favor of the Plaintiff, State of Indiana, and against the Defendants, Marty A. Adams and Delores G. Amos.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that pursuant to Indiana Code §24-5-0.5-4(c)(1), the Defendants, Marty A. Adams and Delores G. Amos, are permanently enjoined from engaging in the following:

- a. unlawfully engaging in the sale of items via the Internet;
- b. representing expressly or by implication that the subject of a consumer transaction has sponsorship, approval, performance, characteristics, accessories, uses, or benefits it does not have, which the Defendants know or reasonably should know it does not have;
- c. representing expressly or by implication that the subject of a consumer transaction is of a particular standard, quality, grade, style, or model, if it is not and if the supplier knows or should reasonably know that it is not;
- d. representing expressly or by implication that the Defendants are able to deliver or complete the subject of a consumer transaction within a reasonable period of time, when the Defendants know or reasonably should know that they can not;
- e. representing expressly or by implication that a consumer will be able to purchase the subject of a consumer transaction as advertised by the Defendants, if the Defendants do not intend to sell it.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that judgment is entered for the Plaintiff, State of Indiana, against the Defendants, Marty A. Adams and Delores G. Amos, jointly and severally, as follows:

- a. The contract previously entered into by the Defendants with consumer Elliott Hahn is cancelled pursuant to Ind. Code §24-5-0.5-4(d);
- b. The Defendants shall pay consumer restitution pursuant to Ind. Code §24-5-0.5-4(c)(2), for Elliott Hahn in the amount of Eight Hundred Ninety-Eight Dollars and Eighty-Eight Cents (\$898.88), payable to the Office of the Attorney General;

c. The Defendants shall pay the Office of the Attorney General its costs in investigating and prosecuting this action, pursuant to Ind. Code §24-5-0.5-4(c)(3), in the amount of Four Hundred Thirty-Seven Dollars and Fifty Cents (\$437.50);

d. The Defendants shall pay civil penalties pursuant to Ind. Code §24-5-0.5-4(g) for the Defendants' knowing violations of the Deceptive Consumer Sales Act, in the amount of Three Thousand Dollars (\$3,000.00), payable to the State of Indiana; and

e. The Defendants shall pay civil penalties pursuant to Ind. Code §24-5-0.5-8 for the Defendants' intentional violations of the Deceptive Consumer Sales Act, in the amount of Three Thousand Dollars (\$3,000.00), payable to the State of Indiana.

For a total monetary judgment in the amount of Seven Thousand Three Hundred Thirty-Six Dollars and Thirty-Eight Cents (\$7,336.38)

ALL ORDERED, ADJUDGED AND DECREED on this 1 day of APRIL, 2003.



Judge, Lake Circuit Court

DISTRIBUTION:

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